



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 20, 2007

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**FLOOD CONTROL MAINTENANCE  
CITY OF LONG BEACH-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District, providing for the County to reimburse the City of Long Beach, up to a maximum of \$500,000 annually for the next three years, for the costs of removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River. Funding for the first year is available in the Fiscal Year 2006-07 Flood Control District Fund Budget. Funding for the second and third years will be allocated in the Fiscal Years 2007-08 and 2008-09 Flood Control District Fund Budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 1, 2005, Synopsis No. 42, your Board approved Agreement No. 75185 between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District, providing for County financing of the maintenance of outlets and removal of debris from City beaches and marinas, aquatic habitats, and other recreational areas up to a maximum of \$500,000 annually. The maintenance activities include the cleanup of debris and vegetation that is conveyed by flood control facilities onto City beaches and into City marinas. The terms of the Agreement expired on June 30, 2006.

The County and cities are obligated by the Trash Total Maximum Daily Load (TMDL) requirement for the Los Angeles River to reduce trash entering the river to zero. Although the TMDL was overturned in 2003, as a result of a legal challenge, Public Works is complying with all provisions as if the TMDL is in effect. We will continue to implement an aggressive program to prevent trash from entering our drainage systems and to collect and remove trash that enters these systems from the unincorporated areas of the County. We installed trash screens on 60 percent of all catch basins within the unincorporated County area in the Los Angeles River watershed and have been working with Nautilus Marine Protection, Incorporated, in developing a long-term solution to solving the debris problem in the Los Angeles River. A trash collection device was installed to reduce the deposition of storm-laden trash, vegetation, and other floating debris emanating from the Los Angeles River. However, we do not have the data demonstrating the reduction of trash reaching the City of Long Beach marinas and beaches as a result of our trash collection devices. Therefore, we will need additional time to determine the effectiveness of the trash collection devices.

Public Works is recommending that your Board approve the enclosed Agreement to continue the short-term maintenance responsibilities for the next three fiscal years while we develop the required data that will show the reduction in the amount of trash in the Los Angeles River. The Agreement will terminate on June 30, 2009.

#### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence as it provides the City with additional funds for the cleanup of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River, while improving the residents quality of life in the County and the City.

#### **FISCAL IMPACT/FINANCING**

The maximum annual contribution, per this Agreement, for the City of Long Beach's cleanup activities is \$500,000. Sufficient funds for the County's financial commitment for Fiscal Year 2006-07 are available in the current Flood Control District Fund Budget. Appropriations for the second and third years will be made available in the Flood Control District Fund Budget for those years. There will be no impact to the County's General Fund.

The Honorable Board of Supervisors  
March 20, 2007  
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### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement has been approved as to form by County Counsel and the City of Long Beach.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Long Beach is the lead agency for this project. On February 1, 2005, Synopsis No. 42, your Board concurred with the City's finding that this project is categorically exempt from the provisions of the California Environmental Quality Act.

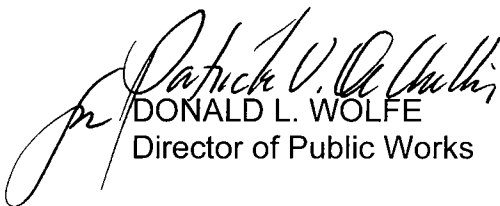
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services or projects.

### **CONCLUSION**

Enclosed are two copies of the Agreement. Upon approval by your Board, please return one copy of the Agreement marked CITY ORIGINAL along with one adopted copy of this letter for further processing. The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

MA:sc

C070693

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY), acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY):

## W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with Agreement No. 49080, approved on December 26, 1984, between the COUNTY and the Los Angeles County Flood Control District; and

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 75185, dated February 1, 2005, for the COUNTY to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year for the maintenance of COUNTY-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, Agreement No. 75185 expired June 30, 2006; and

WHEREAS, COUNTY installed a trash collection device in the Los Angeles River, hereinafter referred to as (SYSTEM), to reduce deposition of storm-laden trash, vegetation, and other floating, urban debris emanating from the River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, SYSTEM captured 287 tons of trash during Fiscal Year 2004-05 and 303 tons during Fiscal Year 2005-06; and

WHEREAS, additional time is required to determine the actual amount of trash reduced from CITY beaches and marinas from trash captured by SYSTEM; and

WHEREAS, COUNTY continues to implement new policies and develop new and innovative means to prevent trash from entering COUNTY'S drainage systems and to collect and remove trash that does enter these systems from the unincorporated areas of the COUNTY; and

WHEREAS, COUNTY is moving forward with the goal of reducing trash in the Los Angeles River by 10 percent per year; and

WHEREAS, additional time is needed for the COUNTY to develop the required data that will show the resulting reduction in the amount of trash in the Los Angeles River; and

WHEREAS, COUNTY is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas, generated from storm flows in the Los Angeles River.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year to assist in the cost of cleaning debris deposited on CITY beaches and marinas, generated from runoff in the Los Angeles River and from COUNTY-owned storm drain beach outlets in CITY.
- b. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to reimburse CITY for work performed in accordance with paragraph (1) a., above.
- c. To continue to implement new policies and develop new and innovative means to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.
- d. To develop data collection methods and reporting criteria to quantify COUNTY'S efforts specified in paragraph (1) c., above and its effects on CITY beaches and marinas.
- e. To provide CITY with a copy of the information stipulated in paragraphs (1) c. and d., above.

(2) CITY AGREES:

- a. To submit to COUNTY quarterly invoices for work performed and eligible for reimbursement under the terms of this AGREEMENT.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify COUNTY of those costs that are eligible for reimbursement, and to refund to COUNTY the amount received from any agency within thirty (30) calendar days after receipt of any such reimbursement received, not to exceed the amount paid to CITY by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended, modified, and cancelled by COUNTY or CITY by providing a written notice, one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending reimbursement shall not be affected by such cancellation but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.

- b. COUNTY shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY costs are eligible for reimbursement from any Federal, State, or local agency, or for any costs in excess of \$500,000.00 a year.
- c. This AGREEMENT shall terminate on June 30, 2009.
- d. CITY and COUNTY will review the data referred to in Paragraph (1) d., above and agree on the percentage amount of trash reduction from the unincorporated COUNTY areas in the Los Angeles River as a result of COUNTY'S compliance with the Los Angeles River Trash Total Maximum Daily Load requirements.
- e. CITY shall not, under any circumstances, allow or direct work crews to enter or modify COUNTY storm drain systems.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:
  - CITY: Mr. Phil T. Hester, Director  
Department of Parks, Recreation and Marine  
City of Long Beach  
2760 Studebaker Road  
Long Beach, CA 90815-1697
  - COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460
- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify,

i. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on January 3, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES  
acting on behalf of the Los Angeles  
County Flood Control District

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER  
County Counsel

By [Signature]  
Deputy

CITY OF LONG BEACH

By [Signature]  
City Manager

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM; ROBERT SHANNON, CITY ATTORNEY

BY [Signature]  
DEPUTY City Attorney